



STANDARDS OF APPRENTICESHIP
adopted by

AVISTA CORPORATION

(sponsor)

Skilled Occupational Objective(s):

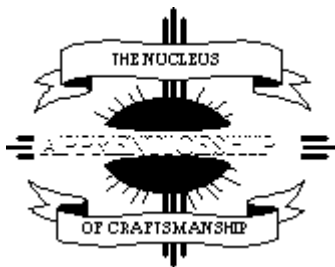
DOT

Term

MAINTENANCE LINEMAN

821.261-014

6000 HOURS



APPROVED BY
Washington State Apprenticeship and Training Council
REGISTERED WITH
Apprenticeship Section of Specialty Compliance Services Division
Washington State Department Labor and Industries
Post Office Box 44530
Olympia, Washington 98504-4530

APPROVAL:

JULY 17, 1992

Initial Approval

APRIL 18, 2003

Committee Amended

APRIL 18, 2003

Standards Amended (review)

Standards Amended (administrative)

By: LAFRANK NEWELL

Chair of Council

By: PATRICK WOODS

Secretary of Council

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The Washington State Apprenticeship and Training Council (WSATC) has the authority to develop, administer, and enforce apprenticeship program standards (Standards) for the operation and success of an apprenticeship and training program in the State of Washington.

Apprenticeship programs and committees function, administer, or relinquish authority only with the consent of the WSATC and only apprentices registered with the supervisor or recognized under the terms and conditions of a reciprocal agreement will be recognized by the WSATC.

Parties signatory to these Standards declare their purpose and policy is to establish and sponsor an organized system of registered apprenticeship training and education.

These Standards are in conformity and are to be used in conjunction with the Apprenticeship Rules, Chapter 296-05 WAC (Washington Administrative Code); Apprenticeship Act, Chapter 49.04 RCW (Revised Code of Washington); The National Apprenticeship Act, 29 U.S.C. (United States Code) 50; Apprenticeship Programs, Title 29 Part 29 CFR (Code of Federal Regulations); and Equal Employment Opportunity in Apprenticeship and Training, Title 29 Part 30 CFR which govern employment and training in apprenticeable occupations. They are part of this apprenticeship agreement and bind all signers to compliance with all provisions of registered apprenticeship. Additional information may need to be maintained by the program that is supplemental to these apprenticeship standards. This information is for purposes of ensuring compliance with decisions of the WSATC and the apprenticeship laws identified above.

If approved by the council, such amendment/s and such changes as adopted by the council shall be binding to all parties. Sponsors shall notify apprentices of changes as they are adopted by the council. If and when any part of these Standards becomes illegal, as pertains to federal and/or state law, that part and that part alone will become inoperative and null and void, and the Department of Labor and Industries (L&I) may adopt language that will conform to applicable law. The remainder of the Standards will remain in full force and effect.

See WAC 296-05-003 for the definitions necessary for use with these Standards.

The following Standards for the training of Apprentice Lineman have been prepared by representatives of the Avista Corporation and representatives of I.B.E.W. Local # 77, assisted by the Apprenticeship Section, State Department of Labor and Industries. When approved and registered with the Washington State Apprenticeship and Training Council, these standards will govern the training of all Lineman apprentices in this company.

I. GEOGRAPHIC AREA COVERED:

The sponsor has no authority to conduct training outside of the geographical area covered by these Standards. The sponsor may enter into an agreement (portability agreements – see WAC 296-05-303(3)) with other apprenticeship committees for the use of apprentices by training agents that are working outside their approved geographic area. Also, if a reciprocity agreement (see WAC 296-05-327) is in place, the out-of-state sponsor may use their registered apprentices. The sponsor will ensure compliance with the provisions of any agreement recognized by the WSATC.

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The geographical area covered by these Standards shall be the utility districts covered by the Avista Corporation.

II. MINIMUM QUALIFICATIONS:

Minimum qualifications must be clearly stated and applied in a nondiscriminatory manner (see WAC 296-05-316).

Age: **Applicants for apprenticeship must be age 18 or older.**

Education: **High school graduate or GED.**

Physical: **Able to perform the work as evidenced by medical and job-related examinations and a satisfactory time-off record.**

Testing: **None**

Other: **Applicants for lineman apprenticeship shall have served a minimum of six months in the groundman classification and have successfully completed the Fundamentals of Electricity I & II home study evidenced by a test score of 80% or higher.**

Safety: Show and maintain a valid commercial driver's license with proper endorsements and maintain a satisfactory accident and driving record.

Work Performance: Receive satisfactory performance reports suitable for apprentice classification.

III. CONDUCT OF PROGRAM UNDER WASHINGTON EQUAL EMPLOYMENT OPPORTUNITY PLAN:

Sponsors with five (5) or more apprentices must adopt an Equal Employment Opportunity (EEO) Plan and Selection Procedures (see Part D of Chapter 296-05 WAC and 29 CFR Part 30).

The recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of race, sex, color, religion, national origin, age, disability or as otherwise specified by law. The sponsor shall take positive action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required by the rules of the Washington State Apprenticeship and Training Council and Title 29, Part 30 of the Code of Federal Regulations. (WAC 296-05-316(3))

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A. Selection Procedures:

- 1. Selection of apprentices will be made from a pool of current qualified employees.**
- 2. Selections will be made solely from qualified existing employees as determined by the Assessment Committee. Whenever two or more employees are equally rated, seniority will be the determining factor.**
- 3. All opportunities for entrance into an apprentice pool shall be posted on the Company-Union bulletin boards. The apprentice pool announcement will contain a statement indicating that apprentice vacancies are expected; that the pool posting serves as the apprentice job posting and that any selection(s) will be made from the approved pool of candidates within a three-month period after the pool is formed.**
- 4. An Assessment Committee will include representatives from the JATC, Human Resources, the craft journeyman and supervisory staff. Eligible applicants will be reviewed to provide a consensus appraisal of each candidate's qualifications as related to the job demands and critical duties of the classification. The Committee will review and assure that only job-related qualifications and indicators are considered.**

B. Equal Employment Opportunity Plan:

- 1. Participate in any workshops conducted by employment service agencies for the purpose of familiarizing school, employment service and other appropriate personnel with the apprenticeship system and current opportunities.**
- 2. Cooperation with the local school boards and vocational education systems to develop programs for preparing students to meet the standards and criteria required to qualify for entry into apprenticeship programs.**
- 3. Internal communication of equal opportunity policy in such a manner as to foster understanding, acceptance and support among, various officers, supervisors, employees, and members and to encourage such persons to take the necessary action to aid in meeting our obligations under these rules.**
- 4. Granting advance standing or credit on the basis of previously acquired experience, training, skills, or aptitude for all applicants equally.**
- 5. Maintain a file of all minority, female, and handicapped referral resources including employment agencies, WSES, NAACP, placement offices, Colville Confederated Tribe, Spokane Tribal Council, Neighborhood**

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Centers, ministers, teachers, and other leaders of predominantly minority, female, and handicapped groups.

Discrimination Complaints.

Any apprentice or applicant for apprenticeship who believes they have been discriminated against may file a complaint (WAC 296-05, Part D).

IV. TERM of APPRENTICESHIP:

The minimum term of apprenticeship must not be less than 2000 hours or 12 months of work experience in each occupation identified in these Standards as apprenticeable. The term of apprenticeship must be stated in hours or months of employment.

The term of apprenticeship shall be three years of 6000 hours of continuous employment. Two thousand hours of work per year will be the minimum amount considered as continuous employment.

V. INITIAL PROBATIONARY PERIOD:

All apprentices are subject to an initial probationary period, stated in hours or months of employment for which they receive full credit toward completion of apprenticeship. Advance credit/standing will not reduce the initial probationary period. The initial probationary period:

- Is the period following the apprentice's acceptance into the program and during which the apprentice's appeal rights are impaired. The initial probation must not exceed twenty percent (20%) of the term of apprenticeship unless an exemption by the WSATC has been granted for longer probationary periods as specified by Civil Service or law.
- Is the period that the WSATC or the supervisor of apprenticeship may terminate an apprenticeship agreement at the written request by any affected party. The sponsor or the apprentice of the apprenticeship agreement may terminate the agreement without a hearing or stated cause. An appeal process is available to apprentices who have completed the initial probationary period.

The first six months or 1000 hours of work of the term of apprenticeship shall be considered a probationary or try-out period. During this period the continued employment as an apprentice shall be entirely at the option of the JATC.

VI. RATIO OF APPRENTICES TO JOURNEY LEVEL WORKERS:

Supervision is the necessary education, assistance, and control provided by a journey-level employee that is on the same job site at least seventy-five percent of each working

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day, unless otherwise approved by the WSATC. The sponsor will assure that apprentices are under the supervision of competent and qualified journey-level workers on the job who are responsible for the work being performed, to ensure safety and training in all phases of the work. Apprentices will work the same hours as journey-level workers, EXCEPT where such hours may interfere with related/supplemental instruction. (see WAC 296-05-316(5))

To insure proper supervision, training, safety, and continuity of employment, the ratio of apprentices to journeyman should not exceed one (1) apprentice to three (3) journeyman throughout the sponsor's work force for the occupation covered by these standards. An apprentice shall work under the supervision of a journeyman as per the bargaining agreement and past practice.

VII. APPRENTICE WAGES and WAGE PROGRESSION:

The apprentice will be paid a progressively increasing schedule of wages based on specified percentages of journey-level wage consistent with skills acquired. These may be indicated in hours or monthly periods set by the sponsor. The entry wage will not be less than the minimum wage prescribed by the Fair Labor Standards Act, where applicable, unless a higher wage is required by other applicable federal law, state law, respective regulations, or by collective bargaining agreement.

The sponsor may accelerate, by an evaluation process, the advancement of apprentices who demonstrate abilities and mastery of the occupation to the level for which they are qualified. When the apprentice is granted advanced standing the sponsor must notify the employer/training agent of the appropriate wage per the wage progression schedule specified in these Standards.

Step	Number of hours/months	Percentage of journey-level rate
1	0000 - 1000 hours	70%
2	1001 – 2000 hours	73%
3	2001 –3000 hours	77%
4	3001 – 4000 hours	81%
5	4001 – 5000 hours	86%
6	5001 – 6000 hours	92%

A. CREDIT FOR EXPERIENCE/ADVANCED STANDING REQUIREMENTS:

Experience: Have previous applicable vocational, trade and similar kinds of formal technical training and/or previous employment experience directly related to the apprenticeship. Apprentices must submit documentation certifying the content and successful completions or performance in the program or work experience.

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AND/OR

Performance: Have demonstrated unusual (advanced) performance evidenced by task progress reports, interpersonal skills reports, and solicited letters from the foreman, chiefs, senior and/or journeyman who have worked directly with the apprentice. Any other relevant information presented to the Committee may also be considered.

ASSESSMENT/AWARD

Assessment may be made at any time during the apprenticeship if applicable experience and/or performance have been acquired or shown. Directly related non-companies experience or credit for performance may be considered. The Committee, with input from the Supervisor, Journeyman, Chiefs, and Foremen selected by the Committee, will assess the value of the previous training and/or experience and award the amount of advanced standing it judges appropriate. Awards will be made in three (3) month increments.

Enroll apprentices with credit or advanced standing as determined in the preceding paragraphs into the program of related training in as practical a way as possible, considering all factors such as the development of the apprentice and the facilities reasonably available. An apprentice enrolled in any step shall be required to complete a minimum of 144 hours of related instruction in any year.

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VIII. WORK PROCESSES:

The apprentice shall receive on the job instruction and experience as is necessary to become a qualified journey-level worker versed in the theory and practice of the occupation covered by these Standards. The following is a condensed schedule of work experience, which every apprentice shall follow as closely as conditions will permit.

Employers/training agents shall only use registered apprentices to perform the work processes as stated in this section. (WAC 296-05-003 - Definitions)

Maintenance Lineman:

Approximate Hours

1.	Framing, installing & maintaining structures (cold).....	1600
2.	Framing, installing & maintaining distribution structures (hot).....	450
3.	Framing, installing & maintaining transmission structures (hot)	50
4.	Stringing, sagging & maintaining conductors (cold).....	1000
5.	Sagging & maintaining conductors (hot).....	300
6.	Installing & maintaining underground (UG) systems.....	500
7.	Installing, connecting & maintaining transformers	650
8.	Installing & maintaining related apparatus	550
9.	Operating equipment.....	200
10.	Performing switching, grounding & clearance procedures	100
11.	Installing & maintaining services	550
12.	Safety education	50

TOTAL HOURS: 6000

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IX. RELATED/SUPPLEMENTAL INSTRUCTION:

The apprentice must attend related/supplemental instruction. Time spent in related/supplemental instruction will not be considered as hours of work, and the apprentice is not to be paid for time so spent, unless otherwise stated in these Standards.

The sponsor/training agent must provide for instruction of the apprentice during the related/supplemental instruction in safe and healthful work practices in compliance with the Washington Industrial Safety and Health Act, and applicable federal and state regulations.

In case of failure on the part of any apprentice to fulfill this obligation, the sponsor has authority to take disciplinary action (see Administrative/Disciplinary Procedures section).

Clock hours of actual attendance by the apprentice in related/supplemental instruction classes at the community/technical college or other approved training locations shall be reported to L&I on a quarterly basis for verifying attendance and industrial insurance purposes.

For industrial insurance purposes, the WSATC will be considered as the employer should any apprentice, not being paid to attend, sustain an injury while participating in related/supplemental classroom activity, or other directly related activity outside the classroom. The activities must be at the direction of the instructor.

The methods of related/supplemental training must consist of one or more of the following:

- ☒ (X) Supervised field trips
- ☒ (X) Approved training seminars
- ☒ (X) A combination of home study and approved correspondence courses
- ☒ (X) State Community/Technical college
- ☐ () Private Technical/Vocational college
- ☐ () Training trust
- ☐ () Other (specify)

144 Minimum RSI hours per year, (see WAC 296-05-305(5))

Additional Information:

Satisfactory progress must be maintained in related training classes. (See section 10, Administrative/Disciplinary Procedures.)

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X. ADMINISTRATIVE/DISCIPLINARY PROCEDURES:

Sponsors may include in this section requirements and expectations of the apprentices and training agents and an explanation of disciplinary actions that may be imposed for noncompliance. The sponsor has the following disciplinary procedures that they may impose: Disciplinary Probation, Suspension, or Cancellation.

Disciplinary Probation: A time assessed when the apprentice's progress is not satisfactory. During this time the program sponsor may withhold periodic wage advancements, suspend or cancel the apprenticeship agreement, or take further disciplinary action. A disciplinary probation may only be assessed after the initial probation is completed. During the disciplinary probation, the apprentice has the right to file an appeal of the committee's action with the WSATC (as described in WAC 296-05-009).

Suspension: A suspension is a temporary interruption in progress of an individual's apprenticeship program that may result in the cancellation of the Apprenticeship Agreement. Could include temporarily not being allowed to work, go to school or take part in any activity related to the Apprenticeship Program until such time as the Apprenticeship Committee takes further action.

Cancellation: Refers to the termination of an apprenticeship agreement at the request of the apprentice, supervisor, or sponsor. (as described in WAC 296-05-009).

A. General Procedures

- 1. An apprentice may feel free to discuss questions, suggestions, or complaints relating to his/her apprenticeship with the Craft Training Coordinator, or any member of the Joint Apprenticeship Training Committee. He / She may appear before the Committee on any matter relating to his or her apprenticeship. On all questions other than apprenticeship, normal Company procedure under the Union contract will apply.**
- 2. The Committee will discuss progress or lack of it with the apprentice as needed. In case of failure of the apprentice to fulfill the obligations of safety-related instruction or on-the-job performance, the Committee shall have the authority to suspend or revoke the apprentice's agreement or withhold the apprentice's advancement. The Company and Union agree to carry out the instruction of the Committee in these cases. The apprentice agrees to abide by the determination of the Committee.**
- 3. The Committee will certify to the Union for examination all apprentices who satisfactorily complete the program. An apprentice that fails to pass his/her examination shall be given a second opportunity six months later. Failure to take or pass the second examination will terminate the apprenticeship, and**

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the apprentice's continued employment shall be entirely at the option of the Avista Corporation.

4. The Committee will certify to the Registration Agency and request completion certificates for all who complete the program satisfactorily.
5. The Committee will consider questions concerning the registration, cancellation and de-registration of the program. Such action will only be taken after a two-thirds vote of the Committee. Modifications or amendments in the program will be submitted promptly to the agency.
6. The Committee will supply the Company and the Union with copies of minutes and other appropriate reports and correspondence as needed.
7. **THE COMPANY SHALL:**
 - a. Appoint three representatives on the Joint Apprenticeship Training Committee.
 - b. Supply assistance to the Committee in the development of programs of instruction for apprentices.
 - c. Instruct the apprentice in safe and healthful work practices, both on the job and in related instruction, and shall insure that the apprentice is trained in facilities and other environments that are in compliance with either the occupational safety and health standards promulgated by the Secretary of Labor under Public Law 91-596, dated December 29, 1970, or State standards that have been found to be at least as effective as the Federal standards.
 - d. Provide the apprentice with such on-the-job supervision, experience, and instruction as is reasonably necessary to develop skillful, practical, competent craftworkers. The schedules of work for the various trades listed in item 8 "Work Processes" shall be the basic guide for assignment of work to apprentices.
 - e. Pay all apprentices according to the wage scale established by the current Union agreement.
 - f. Appoint a qualified Human Resources professional who shall act as Coordinator of the Joint Apprenticeship Training Committee but shall not be one of the three Company members or have a vote.
 - g. Retain a graduated apprentice who has completed all requirements and examinations until an opening in the journeyman classification exists as set forth in the collective bargaining agreement.

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8. THE UNION SHALL:

- a. Appoint three representatives on the Joint Apprenticeship Training Committee.**
- b. Conduct its efficiency examinations promptly after certification by the Joint Apprenticeship Committee.**
- c. Notify the Company of the results of the examination so that the apprentice's record may be complete.**

9. THE JOINT APPRENTICESHIP TRAINING COMMITTEE:

The Joint Apprenticeship Training Committee shall have the responsibility of administering the rules established by these standards.

Specifically, the Joint Apprenticeship Committee shall:

- a. Establish such administrative procedures and rules as are necessary to insure efficient functioning of the program.**
- b. Elect a Chairperson in June of each year and establish satisfactory meeting dates and times.**
- c. Take action on any question only after a majority vote of the Committee.**
- d. Develop a program of off-the-job instruction for apprentices as required by these standards.**
- e. Review the program to insure timeliness of material.**
- f. Provide a program of examinations and establish necessary records of apprenticeship development.**
- g. Participate in the apprentice assessment pool procedures.**
- h. Register each apprentice with the appropriate agency and maintain liaison with the agency and all other parties to the apprenticeship agreement. Agency representatives as well as other craft and training authorities will be utilized for consultation and assistance, as the Committee deems advisable. The agency will be notified regarding any modifications or amendments to an agreement as well as any cancellations, suspensions, and terminations, and causes therefor.**

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B. Local Apprenticeship Committee Policies

1. Advancement of Apprentices:

- a. The JATC shall examine the progress of the apprentice on the job and in related instruction on a regular basis. A performance evaluation form shall be used. The JATC will also receive work experience reports showing the experience and training in the various work processes.
- b. The JATC shall evaluate the apprentice's overall performance and accomplishments at the end of each period. Action must be taken on each apprentice to approve advancement, extend present rating for a specified probationary period, or cancel the apprenticeship agreement with due notice to the apprentice and a reasonable opportunity for corrective action. Proper documentation shall be maintained of all action taken by the JATC.

2, Local JATC Rules and Policies:

The apprentice will be provided with a copy of written Rules and Policies and will sign an acknowledgment receipt of the same. This procedure will be followed whenever revisions or modifications are made to the Rules and Policies. Failure to follow these rules and policies may be grounds for disciplinary action, suspension, or cancellation from the program.

3. Adjustment of Differences, Cancellation of Indenture:

- a. The Committee may cancel the Apprenticeship Indenture and remove the apprentice from the apprenticeship program for cause. Such removal by the Committee shall cancel his/her classification of apprentice and his/her opportunity to complete his/her training.
- b. Any apprentice shall have the right to appear before the Committee if the probationary period is completed.
- c. The Apprentice Indenture may also be canceled by mutual consent of all parties of the indenture.
- d. The Washington State Apprenticeship and Training Council shall be notified of all such cancellations.
- c. The apprentice will be notified in writing of cancellation and given the Department of Labor and Industries Apprenticeship Coordinator contact information.

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3. **Complaint Procedure:** Refer to WAC 296-05-099 and 296-05-316 (21).
4. **Statement of Policy:**

The Training Director will act for and under the direction of the Committee in carrying out the terms and conditions as established in the Standards, and published policies of the Apprenticeship Committee.

a. **Periodic Advancement of Apprentices:**

- (1) Prior to each advancement the training director will check the apprentice's progress on the job by reviewing the reports, grades and work experience hours turned in by the apprentice.

(2) **Requirement for Advancement:**

- (a) Full attendance at school. There will be no unexcused late arrivals, absences, or early dismissals from class.
 - (b) Satisfactory grades in school.
 - (c) Satisfactory reports from both supervisor and journeyman.
 - (d) Work experience hourly reports turned in properly and on time.
 - (e) Tasks assignments completed for the step being advanced out of ((80% of tasks must be completed) (90% of all tasks must be completed to complete apprenticeship program)).
- (3) Each of the requirements will be checked prior to each advancement by the training director and the JATC.
 - (4) Deficiency of any one or more of these requirements shall be cause of deferment of advancement.
 - (5) Future advancements will be calculated from the new date unless acted upon by the Committee.
 - (6) No advancement will be processed until the apprentice's work experience Hourly, Task Competency and Skill Reports are up to date and in the Training Director's office by the required date.
 - (7) In the month that the apprentice has completed his/her period of advancement, the Training Director shall review and act on the following.
 - (a) Number of hours worked during the period.
 - (b) Average school grades for the period of work experience.
 - (c) Work evaluation reports from employers and journeyman.

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- (d) Task completion for step (steps) advancing out of.
- (3) Satisfactory completion of all four (4) requirements is reason for advancement to the next period of progression. Supervisors will be notified of advancement of apprentice's step.

b. Apprenticeship School:

- (1) Disciplinary problems shall first be handled by the Training Director. Whenever the director fails to produce the desired results, the training director shall refer the matter to the Committee for action.
- (2) If an instructor removes an apprentice from class for a just cause, the apprentice will not be readmitted until he/she has been before the Committee. The apprentice will have to make up the time missed during this suspended period.
- (3) All classes start and terminate at times set forth by the Committee.
- (4) Any apprentice who comes to class or returns from break, having used alcohol or drugs, will be removed from class with just cause.
- (5) The Company will purchase all lesson material and required textbooks and materials and arrange for their issue to the apprentice.
- (6) Apprentices shall not work overtime to the extent that they would be absent or tardy from school unless approved by the Training Director. Working overtime will not be an excuse for being absent.

c. Hours Log:

- (1) Each apprentice is required to fill out an Apprentice Hours Log. These logs shall be in the Training Director's office no later than the 10th of the month for the previous month.
- (2) Each apprentice who is late in returning his/her hours logs will have the following penalties imposed:
 - First Offense - Written notification
 - Second Offense - Disciplinary meeting with JATC
 - Third Offense - Disciplinary action, which may include cancellation of the Apprenticeship Agreement

d. Task Competency Progress Repots

- (1) Apprentices must have Tasks reviewed by journeyman and sign-off as competent at the appropriate level for the step they are in.

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- (2) 80% of the Tasks in the present step must be completed and signed-off at the appropriate level for the apprentice to move to the next step.
 - (3) 90% of all Tasks must be completed and signed-off at the appropriate levels for the apprentice to complete his/her apprenticeship.
- e. Suggestions for improvement of the program or grievance of individuals are always welcomed by the committee.
 - f. **Disciplinary Action:**

Disciplinary action, which may include cancellation of the Apprenticeship Agreement, will be taken by the Committee for the following reasons:

- (1) Failure to perform the work on the job in a safe and satisfactory manner.
 - (2) Failure to attend school regularly as required.
 - (3) Failure to maintain satisfactory grades as required.
 - (4) Failure to appear in response to notification.
 - (5) Failure to turn in proper Task and Skills reports and hours logs.
 - (6) Employment termination for just cause (i.e. attendance or productivity, etc.)
 - (7) Failure to adhere to the JATC Rules and Regulations.
- g. Authority for the above policy statement is given to the Committee in the Standards of Apprenticeship and Training, as approved by the Washington State Apprenticeship and Training Council.
 - h. **RECORDS**

The Personnel Representative shall maintain a cumulative record for each apprentice, showing progress in acquiring knowledge of the various skills involved in the training, together with such other information as may be necessary to provide an adequate apprenticeship record. Apprenticeship records shall be maintained for no less than five years.

C. Complaint and Appeal Procedures:

All approved programs must establish procedures explaining the program's complaint review process. Complaints that involve matters covered by a collective bargaining agreement are not subject to the complaint review procedures in this section.

Complaint: (after initial probation completed) – WAC 296-05-009 and 296-05-316(21)

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Prior to: 20 days of intention of disciplinary action by a committee/organization

- Committee/organization must notify the apprentice in writing of action to be taken
- Must specify the reason(s) for discipline, suspension, or cancellation
- Decision will become effective immediately
- Written reason(s) for such action will be sent to the apprentice

Within: 30 days request for reconsideration from the committee

- Apprentice to request local committee to reconsider their action

Within: 30 days of apprentice's request for reconsideration

- Local committee/organization must provide written notification of their final decision

If apprentice chooses to pursue the complaint further:

Within: 30 days of final action

- Apprentice must submit the complaint in writing to the supervisor (L&I)
- Must describe the controversy and provide any backup information
- Apprentice must also provide this information to the local committee/organization

Within: 30 days for supervisor to complete investigation

- If no settlement is agreed upon during investigation, then supervisor must issue a written decision resolving the controversy when the investigation is concluded

If the apprentice or local committee/organization disputes supervisor decision:

Within: 30 days of supervisor's decision, request for WSATC hearing

- Request must be in writing
- Must specify reasons supporting the request
- Request and supporting documents must be given to all parties
- WSATC must conduct the hearing in conjunction with the regular quarterly meeting

Within: 30 days after hearing

- WSATC to issue written decision

XI. COMMITTEE – RESPONSIBILITIES AND COMPOSITION

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NOTE: The following is an overview of the requirements associated with administering an apprenticeship committee and/or program. These provisions are to be used with the corresponding RCW and/or WAC.

The sponsor is the policymaking and administrative body responsible for the operation and success of this apprenticeship program. A committee is responsible for the day-to-day operations of the apprenticeship program and they must be knowledgeable in the process of apprenticeship and/or the application of Chapter 49.04 RCW and Chapter 296-05 WAC. Sponsors must develop procedures for:

A. Committee Operations (WAC 296-05-316): (Not applicable for Plant Programs)

Convene meetings at least three times per year of the program sponsor and apprenticeship committee attended by a quorum of committee members as defined in the approved Standards. If the committee does not indicate its definition of quorum, the interpretation will be “50% plus 1” of the approved committee members. Conference call meetings may be conducted in lieu of regular meetings but must not exceed the number of attended meetings and no disciplinary action can be taken during conference call meetings.

B. Program Operations (Chapter 296-05 WAC - Part C & D):

1. The sponsor will record and maintain records pertaining to the local administration of the apprenticeship program and make them available to the WSATC or its representative on request.

Records required by WAC 296-05-400 through 455 (see Part D of Chapter 296-05 WAC) will be maintained for five (5) years; all other records will be maintained for three (3) years.

2. The sponsor will submit to L&I through the assigned state apprenticeship coordinator the following list:

Forms are available on line at <http://www.LNI.wa.gov/scs/apprenticeship> or from your assigned apprenticeship coordinator.

- Apprenticeship Agreement Card – within first 30 days of employment
- Authorization of Signature - as necessary
- Authorized Training Agent Agreements (committee approving or canceling) – within 30 days
- Apprenticeship Committee Meeting Minutes – within 30 days of meeting (not required for Plant program)
- Change of Status – within 30 days of action by committee, with copy of minutes
- Journey Level Wage – at least annually, or whenever changed
- Revision of Standards and/or Committee Composition - as necessary
- RSI (Quarterly) Reports:
1st quarter: January through March, by April 10

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2nd quarter: April through June, by July 10
3rd quarter: July through September, by October 10
4th quarter: October through December, by January 10

3. Adopt, as necessary, local program rules or policies to administer the apprenticeship program in compliance with these Standards that must be submitted for L&I approval and updating these Standards. The L&I apprenticeship program manager may administratively approve requests for revisions in the following areas of the Standards:
 - Program name
 - Section III: Conduct of Program Under Washington Equal Employment Opportunity Plan
 - Section VII: Apprentice Wages and Wage Progression
 - Section IX: Related/Supplemental Instruction
 - Section XI: Committee - Responsibilities and Composition (including opening statements)
 - Section XII: Subcommittees
 - Section XIII: Training Director/Coordinator

C. Management of Apprentices:

1. Each apprentice (and, if under 18 years of age, the parent or guardian) will sign an apprenticeship agreement with the sponsor, who will then register the agreement, with L&I before the apprentice attends the related/supplemental instruction classes, or within the first 30 days of employment as an apprentice. For the purposes of industrial insurance coverage and prevailing wage exemption under RCW 39.12.021, the effective date of registration will be the date the agreement is received by L&I.

L&I must be notified within 30 days of program approval, of all requests for disposition or modification of agreements, with a copy of the committee minutes approving the changes, which may be:

- Certificate of completion
 - Additional credit
 - Suspension (i.e. military service or other)
 - Reinstatement
 - Cancellation and/or
 - Corrections
2. Rotate apprentices in the various processes of the skilled occupation to ensure the apprentice is trained to be a competent journey-level worker.
 3. Periodically review and evaluate apprentices before advancement to the apprentice's next wage progression period. The evidence of such advancement will be the record of the apprentice's progress on the job and during related/supplemental instruction.

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4. The sponsor has the obligation and responsibility to provide, insofar as possible, continuous employment for all apprentices in the program. The sponsor may arrange to transfer an apprentice from one training agent to another, or to another sponsor when the sponsor is unable to provide reasonably continuous employment, or they are unable to provide apprentices the diversity of experience necessary for training and experience in the various work processes as stated in these Standards. The new sponsor or training agent will assume all the terms and conditions of these Standards. If, for any reason, a layoff of an apprentice occurs, the apprenticeship agreement will remain in effect unless canceled by the sponsor.
5. An apprentice who is unable to perform the on-the-job portion of apprenticeship training may, if the apprentice so requests and the sponsor approves, participate in related/supplemental instruction, subject to the apprentice obtaining and providing to the sponsor written requested document/s for such participation. However, time spent will not be applied toward the on-the-job portion of apprenticeship training.
6. Hear and adjust all complaints of violations of apprenticeship agreements.
7. Upon successful completion of apprenticeship, as provided in these Standards, and passing the examination that the sponsor may require, the sponsor will recommend that the WSATC award a Certificate of Completion of Apprenticeship. The program will make an official presentation to the apprentice that has successfully completed his/her term of apprenticeship.

D. Training Agent Management:

1. Offer training opportunities on an equal basis to all employers and apprentices. Grant equal treatment and opportunity for all apprentices through reasonable working and training conditions and apply those conditions to all apprentices uniformly. Provide training at a cost equivalent to that incurred by currently participating employers and apprentices. Not require an employer to sign a collective bargaining agreement as a condition of participation.
2. Determine the adequacy of an employer to furnish proper on-the-job training in accordance with the provisions of these Standards. Require all employers requesting approved training agent status to complete an approved training agent agreement and comply with all federal and state apprenticeship laws and the appropriate apprenticeship Standards.
3. Submit approved training agent agreements to the department with a copy of the agreement and/or the list of approved training agents within thirty days of committee approval. Submit rescinded approved training agent agreements and/or the list of approved training agents to the department within thirty days of said action.

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E. Composition of Committee: (see WAC 296-05-313)

Apprenticeship committees must be composed of an equal number of management and non-management representatives composed of at least four members but no more than twelve. If the committee does not indicate its definition of a quorum, the interpretation will be "50% plus 1" of the approved committee members.

Apprenticeship committees shall elect a chairperson and a secretary who shall be from opposite interest groups, i.e., chairperson-employers; secretary-employees, or vice versa; EXCEPT, this does not apply where the Registration Agency represents the apprentice(s).

For plant programs the WSATC or the department designee will act as the employee representative.

The Joint Apprenticeship Training Committee shall be comprised of three members of Avista Corporation management and three members of I.B.E.W. Union Local 77 to represent the training program.

Quorum: Four members of the Committee shall be a quorum for the transaction of business.

Program type administered by the committee: **Individual Joint**

The employer representatives shall be:

**Dave Eastwood, Chairman
1411 E. Mission Avenue
Spokane, WA 99220-3727**

**Pat Sprute
1411 E. Mission Avenue
Spokane, WA 99220-3727**

**Greg Lancaster
1411 E. Mission Avenue
Spokane, WA 99220-3727**

The employee representatives shall be:

**Ted Aked, Secretary
1411 E. Mission Avenue
Spokane, WA 99220-3727**

**Dave Valandra
1411 E. Mission Avenue
Spokane, WA 99220-3727**

**Bill White
1411 E. Mission Avenue
Spokane, WA 99220-3727**

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XII. SUBCOMMITTEE:

Subcommittee(s) approved by L&I, represented equally from management and non-management, may also be established under these Standards, and are subject to the main committee. All actions of the subcommittee must be approved by the main committee.

(NONE)

XIII. TRAINING DIRECTOR/COORDINATOR:

The sponsor may employ a person(s) as a full or part-time training coordinator(s)/training director(s). This person(s) will assume responsibilities and authority for the operation of the program as are delegated by the sponsor.

**Mike Hanson
1411 E Mission Avenue
PO Box 3727
Spokane, WA 99220-3727**